

Exhibit A

1 July 2022

Argo Fine Imports, LLC
and/or its subrogated underwriters as their interests may appear
c/o David Williams
Gorman & Williams
36 South Charles Street
Suite 900
Baltimore, MD 21201

LETTER OF UNDERTAKING

Dear Sirs,

| | |
|-------------------|--|
| Vessel: | M/V TAC IMOLA |
| Place: | Baltimore, MD |
| Date: | on or about 22 June 2022 |
| Alleged Incident: | Damage to Cargo Covered by Bill of Lading Numbers HSLM01QINBAL010, HSLM01QINBAL011, HSLM01QINBAL012, HSLM01QINBAL013, HSLM01QINBAL014, HSLM01QINBAL015, HSLM01QINBAL016, HSLM01QINBAL017, and HSLM01QINBAL018 |

In consideration of you and your assignees and subrogees refraining from arresting the M/V TAC IMOLA or attaching or seizing any other vessel or property belonging to its owner, manager or any related company, or any vessel or property in the same or associated ownership, management, possession or control in connection with the Complaint you intend to file in the United States District Court for the District of Maryland (the "Lawsuit") against the M/V TAC IMOLA, *in rem*, ("the Vessel") to recover for the alleged damage to the cargo identified in Bill of Lading Numbers HSLM01QINBAL010, HSLM01QINBAL011, HSLM01QINBAL012, HSLM01QINBAL013, HSLM01QINBAL014, HSLM01QINBAL015, HSLM01QINBAL016, HSLM01QINBAL017, and HSLM01QINBAL018, we hereby agree as follows:

1. In the event of a final judgment (after all appeals, if any) or final arbitral award (after all challenges to the confirmation of such award and any subsequent appeals, if any) be entered in your favor against the TAC IMOLA, *in rem*, then the undersigned Association agrees to pay and satisfy within thirty (30) calendar days up to but not exceeding United States Dollars Three-Million Two-Hundred Thousand Dollars And No Cents (\$3,200,000.00), (inclusive of costs and interest, if allowed and if any, including any interest under Rule E(5) of the Supplemental Rules for Admiralty and Maritime Claims) or up to the same amount settled between the parties without final judgment being rendered, where such settlement is made with the approval of the undersigned Association, and where the settlement was on behalf of the M/V TAC IMOLA, *in rem*.
2. To file or cause to be filed a Verified Statement of Right or Interest to the Vessel pursuant to Supplemental Admiralty Rule E(6), and to cause a restricted appearance to be made on behalf of the Vessel, *in rem*, in the Lawsuit, said restricted appearance to be consistent with the

defenses available to the Vessel and its Owner and shall not be a waiver of any of those defenses.

3. On demand, to cause to be filed, within fourteen (14) calendar days of the demand, in said action a bond pursuant to Supplemental Admiralty Rule E(5), in form and sufficiency of surety satisfactory to you or to the United States District Court for the District of Maryland in the amount identified in Paragraph (1) or the revised amount as per Paragraph (5), if applicable.
4. In the event the bond referred to in Paragraph 3 above is filed, the undersigned shall have no further obligation under Paragraph 1 above.
5. It is expressly agreed that the amount stated in Paragraph (1) of this Letter of Undertaking is subject to adjustment by the parties' mutual agreement or by the Court pursuant to Rules E(5) and (6) of the Supplemental Rules for Admiralty or Maritime Claims.

This Letter of Undertaking shall apply vessel lost or not lost, in port or not in port.

It is the intent of this Letter of Undertaking that the rights of the parties shall be precisely the same as they would have been had the Vessel been arrested under process issued out of the United States District Court for the District of Maryland, then taken into custody by the United States Marshal under the said *in rem* process, and then released upon the filing of a release bond in the foregoing amount and a Verified Statement of Right or Interest to the Vessel filed.

This Letter of Undertaking is not to be construed as an admission of liability on the part of the Vessel or the person or entity claiming a right of possession or ownership of the Vessel, or its Owners, and the giving of this Letter of Undertaking is entirely without prejudice to any rights or defenses which the Vessel, the person or entity claiming a right of possession or ownership of the Vessel, or its Owners may have, none of which is to be regarded as waived, including, but not limited to, the right to seek a dismissal of the action filed in District Court on the basis of an enforceable forum selection clause, forum *non conveniens*, improper venue, or on the basis of an enforceable arbitration clause and the right to restrict any appearance pursuant to Rule E(8) of the Supplemental Rules for Certain Admiralty and Maritime Claims.

This Letter is limited to the *in rem* claim which may be asserted by you against the Vessel as set forth above, and is to run only in favor of Argo Fine Imports, LLC, any related company, and their interested Underwriters, as their interests may appear, whether specifically identified herein by name or not (collectively referred to herein as "Argo").

This Letter of Undertaking shall be governed by, construed and interpreted in accordance with the general maritime law of the United States, exclusive of any principles of conflicts of laws which would direct that the substantive laws of another jurisdiction apply. The exclusive venue and jurisdiction for the enforcement of this Letter of Undertaking shall be the United States District Court for the District of Maryland and The Britannia Steam Ship Insurance Association Europe irrevocably consents to be subject to such exclusive venue and jurisdiction and acknowledges that said venue and jurisdiction is the exclusive jurisdiction for the purposes of the enforcement of any right, benefit, remedy or cause of action under this Letter of Undertaking. In the event of any litigation concerning this Letter of

Undertaking, the prevailing party shall be entitled to the reasonable fees and expenses of counsel, costs of court, and other litigation expenses reasonably incurred by reason of such litigation.

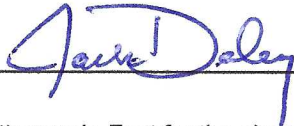
Except for in the case of breach of this Letter of Undertaking by The Britannia Steam Ship Insurance Association Europe, it is understood and agreed that this Letter of Undertaking will not bind the undersigned Association to Argo, its assigns and subrogees, in excess of the stated total sum of United States Dollars (*in words and figures*) inclusive of costs and interest including any interest under Rule E (5) of the Supplemental Rules for Admiralty and Maritime Claims.

It is understood that the authority of this letter's signatory to act on behalf of the Vessel or its owner is limited solely to the agreements which have been set forth herein.

It is also understood and agreed that the signing of this letter by Jack R. Daley, an attorney with Baker, Donelson, Bearman, Caldwell & Berkowitz, PC shall in no way be construed as binding upon him personally, nor binding upon the firm, but is to be binding only upon the Association.

Yours truly,

For THE BRITANNIA STEAM SHIP INSURANCE ASSOCIATION EUROPE

By:  _____

As Attorney-in-Fact for the above Limited Purpose Only

Jack R. Daley
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Authority Received on

July 1, 2022